

The 5th October, 1978

No. 3387/1-L.—Whereas it appears to the Governor of Haryana that additional land specified below is needed by the Government, at public expense, for a public purpose namely, for Remodelling of Ujina Drain from R.D. 22750 to 96080 (Opposite kilometre 0 to 22.351) in district Gurgaon. It is hereby notified that land in the locality specified below is to be required for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, for the information of all to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana hereby authorise the officers of Irrigation Department for the time being engaged in the undertaking along with their servants, workmen etc. to enter upon and survey land in the locality and do all other acts required or permitted by that section.

Further, where as the Governor of Haryana is satisfied that the land is required for the Remodelling of Ujina Drain which is of very urgent importance within the meaning of clause (c) of Sub-Section (2) of Section 17 of the said Act and whereas the Governor of Haryana is of the opinion that the provisions of sub-section (2) of the said section are thus applicable, it is hereby directed under sub-section (4) of section 17 of the said Act that the provisions of section 5-A of the said Act shall not apply in regard to this acquisition.

#### SPECIFICATION

| District | Tehsil          | Village           | Area in Hectares | Boundaries  |
|----------|-----------------|-------------------|------------------|---|
| Gurgaon  | Firozpur Jhirka | Lohingakalan      | 7.54             | Strips of land varying in widths adjacent to Ujina Drain from R.D. 22750 feet to R. D. 96080 feet (opposite kilometer 0 to 22.351) as demarcated as site and as detailed below: |
|          |                 | Badli             | 3.70             |   |
|          |                 | Gangwani          | 6.62             |   |
|          |                 | Mamlika           | 4.68             |   |
|          |                 | Papra             | 5.40             |   |
|          |                 | Phalaidi          | 8.01             |   |
|          |                 | Khori             | 1.24             |   |
|          |                 | Autha             | 3.27             |   |
|          |                 | Mundheta          | 5.26             |   |
|          |                 | Sultanpur Punhana | 6.15             |   |
|          |                 | Ter               | 7.70             |   |
|          |                 | Mohammadpur Nuh.  | 6.08             |   |
|          |                 | Amka              | 3.91             |   |
|          |                 | Sikrawa           | 18.22            |   |
|          | Nuh             | Alawalpur Nuh     | 11.76            |   |
| Total    |                 |                   | 99.54            |   |

| Seflal No. | Name of Village | Hadbast Number | Rectangle Number | Kila Number  |
|------------|-----------------|----------------|------------------|--|
| 1.         | Lohingakalan    | 165            | 74               | 1, 2/1, 9/2, 9/3, 8, 13, 12/1, 19/2, 19/3 and 18   |
|            |                 |                | 63               | 1/2, 2/9, 1, 9/2, 9/3, 11, 12/1, 12/2, 20, 19, 21, 22/1, 22/2                                    |
|            |                 |                | 26               |  |
|            |                 |                | 49               | 1, 2, 10, 9, 11, 12, 20/1, 20/2, 19/1, 19/2, 22, 21/2  |
|            |                 |                | 37               | 1/1, 1/2, 1/3, 2, 10/1, 10/2, 11, 9  |
|            |                 |                | 25               | 1, 10, 11/1, 20/1, 20/2, 20/3, 21/1, 21/2 and 22   |
|            |                 |                | 184              |  |
|            |                 |                | 26               | 5, 6, 15, 16/1, 16/2   |
|            |                 |                | 15               | 5/1, 5/2, 6, 15, 16, 25  |
|            |                 |                | 16               | 1, 10, 11, 20, 21  |
|            |                 |                | 7                | 5, 6, 15/2, 15/3, 16, 25   |
|            |                 |                | 6                | 1, 10, 11, 20, 21  |
|            |                 |                | 52               | 1/1  |
|            |                 |                | 49               | 1, 10, 11, 20, 21  |
|            |                 |                | 50               | 4, 5, 6/1, 6/2, 14, 15, 16, 17, 7  |
|            |                 |                | 40               | 21   |
|            |                 |                | 117              |  |
| 2.         | Badli           | 131            | 39               | 1/1, 1/2, 2, 8, 9, 10/1, 12, 13, 14/1, 16/1, 17, 18, 24, 25                                      |
|            |                 |                | 38               | 5  |
|            |                 |                | 37               | 25   |
|            |                 |                | 16               |  |
|            |                 |                | 36               | 20, 21   |
|            |                 |                | 22               |  |
|            |                 |                | 42               | 5  |
|            |                 |                | 31               | 2/1, 3/1, 3/3, 4/2, 7/1, 9, 8/1/2, 12, 13/1, 13/2, 14/1, 14/2, 18/1, 18/2, 17, 16/1, 24, 25      |
|            |                 |                | 29               | 1/1, 2/1, 2/2/3, 10, 9/1/3, 9/2, 9/3, 12/1, 12/2, 11, 13, 19/1/1, 18/1, 22/1/1, 23/1/3, 23/2, 24 |
|            |                 |                | 19               | 4, 5/1, 5/2/3, 6/2/2, 15, 16/1, 25/2, 64   |
| 3.         | Gangwani        | 132<br>(134)   | 18               | 10, 11, 20/2/2, 21/1, 21/2   |
|            |                 |                | 103              |  |
|            |                 |                | 14               | 3/1/1, 4/3, 8, 7/1/2, 7/3, 6/1, 15/3, 14/1/1, 13, 17/2, 16/1, 16/2, 24/3, 25/1/1                 |
|            |                 |                | 6                | 3, 4/1, 4/2, 7/1, 8/1, 13/1, 13/2, 14/2/1, 18/1, 18/2, 17/1, 23/1/1, 24/2                        |
|            |                 |                | 4                | 13, 18/1, 18/1/2, 23, 24/1/1   |
|            |                 |                |                  |  |

| Serial No. | Name of Village | Hadbast Number | Rectangle Number | Kila Number  |
|------------|-----------------|----------------|------------------|--|
| 14.        | Sikrawa         | 192            | 93               | 5  |
|            |                 |                | 79               | 24, 25, 16, 17   |
|            |                 |                | 80               | 3, 4, 7, 8, 14/1, 13, 12/1, 12/2, 18/1, 18/2, 19, 21, 22, 20               |
|            |                 |                |                  | 155  |
|            |                 |                | 77               | 4/1, 4/2, 5, 6, 2, 7, 14, 15/1, 16, 17, 23, 24                             |
|            |                 |                | 64               | 5, 6, 15/2, 16, 24, 25   |
|            |                 |                | 65               | 1, 10, 11, 20, 21  |
|            |                 |                | 58               | 1, 2, 9, 10, 11/1, 11/2, 20, 21  |
|            |                 |                | 49               | 1, 2, 9, 10, 11, 12, 19, 20, 21, 22  |
|            |                 |                | 41               | 2, 3, 8, 9, 11, 12/1, 12/2, 13, 18, 19, 20, 21 and 22                      |
|            |                 |                |                  | 885 to 890   |
|            |                 |                | 32               | 2, 3, 4/1, 7, 8, 13, 18, 22, 23, 128                                       |
|            |                 |                | 20               | 2, 3, 8, 9, 12, 13, 18, 19/1, 19/2, 22, 23                                 |
|            |                 |                | 19               | 2, 3, 8, 9, 12, 13, 18, 19, 22, 23   |
|            |                 |                | 14               | 1, 2, 9, 10/1, 11/1, 11/2, 12, 19, 22, 23/1                                |
|            |                 |                | 11               | 1, 10/2, 10/2, 11, 12/1, 19, 20, 21, 22                                    |
|            |                 |                | 6                | 1/2, 10/1, 11, 20, 21  |
|            |                 |                | 7                | 4, 5, 6, 15, 16 & 25   |
|            |                 |                | 2                | 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 24 & 25                              |
| 15.        | Alawalpur Nuh   | 133            | 118              | 1, 2, 9, 10 & 3  |
|            |                 |                | 109              | 1, 10, 11, 20, 21, 19 & 22   |
|            |                 |                | 102              | 1, 2, 9, 10, 11/1, 11/2, 11/3, 12, 19/2, 20, 21/1, 21/2                    |
|            |                 |                | 95               | 3, 4/1, 8/1, 8/2, 12/2, 13, 18/1, 18/2, 18/3, 19, 22, 23/1                 |
|            |                 |                | 86               | 2/3, 2/4, 2/5, 3, 8, 9, 12/2, 13, 18/1, 18/2, 18/3, 18/4, 23, 24           |
|            |                 |                | 77               | 1, 10, 11, 12, 19, 20, 22, 23  |
|            |                 |                | 78               | 5/1, 5/2, 6  |
|            |                 |                | 67               | 2, 3, 7, 8, 9, 13, 14/1, 14/2, 16, 17, 24, 25, & 4                         |
|            |                 |                | 58               | 1, 10, 11, 20, 21, 22, 18, 23 & 24   |
|            |                 |                | 59               | 5/1, 5/2, 5/3, 6, 15, 16   |
|            |                 |                | 48               | 1, 10, 11, 20  |
|            |                 |                | 47               | 5, 6/1, 6/2, 6/3, 6/4, 7, 14, 15, 16/1, 16/2, 17, 24, 25, 25/1, 25/2, 25/3 |
|            |                 |                | 38               | 25   |

| Serial No.            | Name of Village                  | Hadbast Number | Rectangle Number       | Kila Number   |
|-----------------------|----------------------------------|----------------|------------------------|---|
| 15—<br><i>concl'd</i> | Alawalpur Nuh—<br><i>concl'd</i> |                | 133—<br><i>concl'd</i> | 37 2/1, 2/2, 2/3, 3/1, 3/2, 8, 9/1, 9/2, 1, 12, 19, 20, 21              |
|                       |                                  |                |                        | 27 8/1, 8/2, 8/3, 9/1, 9/2, 12, 13, 14, 18, 19, 22, 23/1, 23/2, 2, 3, 4 |
|                       |                                  |                |                        | 20 11, 12, 20, 21, 22, 250  |
|                       |                                  |                |                        | 21 15 & 16  |

By order of Governor of Haryana.

B. C. MALHOTRA,

Superintending Engineer,  
Ujina Diversion Drain Circle No. II,  
Kothi No. 1368, Sector 14, Haryana,  
Faridabad.

#### LABOUR DEPARTMENT

The 9th June, 1978

No. 12(192)78-4Lab.—In exercise of the powers conferred by sub-section (1) of section 20 of the Workmen's Compensation Act, 1923, and in supersession of erstwhile Punjab Government Notification No. 6195-HL-40/33585, dated the 13th August, 1940, and all other notifications issued in this behalf, the Governor of Haryana hereby appoints all the Labour-cum-Conciliation Officers in Haryana to be the Commissioners for Workmen's Compensation in their respective jurisdiction.

The 4th October, 1978

No. 11(112)-3Lab-78/8734.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Satvik Industries, Fatehpur Village Railway Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL HARYANA, FARIDABAD

Reference No. 125 of 1977

Between

SHRIMATI KESAR DEVI WORKMAN AND THE MANAGEMENT OF M/S SATVIK INDUSTRIES FATEHPUR VILLAGE RAILWAY ROAD, FARIDABAD

Present :

Shri Jawahar Lal for Shri Subhash Birla, for workman.  
Nemo for the management.

#### AWARD

By order No. ID/FD/226-77/28287, dated 1st August, 1977 the Governor of Haryana, referred the following dispute between the management of M/s Satvik Industries Fatehpur Village Railway Road, Faridabad and its workman Shrimati Kesar Devi to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d), sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

Whether the termination of services of Shrimati Kesar Devi was justified and in order ?  
If not, to what relief is she entitled ?

On receipt of the order of reference notices were issued to the parties. The notice could not be served on the management as the factory of the management has been closed. The process server made a report on 13th January, 1978 that the factory was closed. Thereafter the case

was adjourned for 8/9 times for effecting the service on the management. The representative for the workmen/workman was directed to effect service on the management several times in view of the fact that the factory was closed but the also could not get service of the notice effected on the management. The workman or his representative took no interest in effecting service of notice on the management despite directions to them. Once a registered notice was also sent. Lastly also the process server reported that he went to the premises of the factory 3/4 times but could find no person.

I am of the opinion that the workman is not taking interest in pursuing his case. I, herefore, give my award that there is no dispute between the parties.

Dated the 9th September, 1978.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal Haryana,  
Faridabad.

No. 887, dated the 21st September, 1978.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal Haryana,  
Faridabad.

The 9th October, 1978

No. 11(112)-3Lab-78/7599.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947, (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Arbitrators in respect of the dispute between the workmen and the management of M/s. Nav Bharat Industries, United Engineers, Laxmi Precision Screws Ltd., Rohtak :—

BEFORE SARVSHRI S. P. MITTAL, IAS., THE DEPUTY COMMISSIONER ROHTAK,  
GAJRAJ SINGH, H.C.S., S.D.O. (CIVIL), ROHTAK AND B.D., SHARMA,  
LABOUR OFFICER-CUM-CONCILIATION OFFICER,  
ARBITRATION BOARD

*Representing Workmen.*—1. Shri Balwan Singh, General Secretary, Adarash Udhogic Karamchari Sangh, Rohtak, the authorised representatives of the workmen.

*Representing Employers.*—1. Shri K. S. Bhatnagar, Labour Law Consultant.  
2. Shri K. C. Nagpal, Personnel Officer of M/s Nav Bharat Industries, Rohtak, the authorised representative of the management.

The matter regarding demand notice, dated 10th March, 1978, the matter with regard to the payment of wages for the lockout period and the question of suspension and discharges of the workmen of M/s Nav Bharat Industries, United Engineers, Laxmi Precision Screws Ltd., Rohtak was referred to the above arbitrators,—vide Government Notification No. ID/RK/70-65/24414—19, dated 26th May, 1978.

In order to resolve the dispute, both the parties were called for putting up their respective views personally on 27th July, 1978 before the arbitrators.

Now, the parties have approached the arbitrators and have disclosed that they have mutually resolved the issues and have submitted a copy of mutual agreement before the arbitrators and have requested that the mutual agreement arrived between the parties be treated as Award of the Arbitrators. Considering the request of the parties, we announce their mutual agreement, which is in Annexure 'A', to be the Award of this Board.

Announced.

Dated 27th July, 1978.  
Place Rohtak.

S. P. MITTAL, IAS.,  
Deputy Commissioner,  
Rohtak.

GAJRAJ SINGH, H.C.S.,  
S.D.O. (C), Rohtak.

O. D. SHARMA,  
Labour Officer-cum-  
Conciliation Officer.

} Board of  
Arbitrators

## ANNEXURE 'A'

STATEMENT ARRIVED AT BETWEEN THE WORKMEN OF M/S NAV  
BHARAT INDUSTRIES UNITED ENGINEERS, LAXMI PRECISION  
SCREWS LTD., ROHTAK

*Name of the parties.*—M/s Nav Bharat Industries United Engineers, Laxmi Precision Screws, Ltd., Rohtak and their workmen.

*Representing Workmen.*—1. Shri Balwan Singh, General Secretary, Adarsh Udyogic Karamchari Sangh, Rohtak the authorised representative of the workmen.

*Representing Managements.*—1. Shri K. S. Bhatnagar, Labour Law Consultant.

2. Shri K. C. Nagpal, Personnel Officer of M/s Nav Bharat Industries, Rohtak authorised representatives of the managements.

*Short Recital of the Case*

Whereas the matter pertaining to the demand notice, dated 10th March, 1978, the matter with regard to the payment of wages for the lockout period and the question of suspension and discharges of workmen was agreed by the parties to be referred to the Board of Arbitrators consisting Sarvshri S. P. Mittal, IAS., The Deputy Commissioner, Rohtak, Gajraj Singh, H.C.S., S.D.O. (C), Rohtak, O. D. Sharma, Labour Officer-cum-Conciliation Officer, Sonapat.

Now the parties have mutually arrived at a settlement with regard to the issues pending before the arbitrators and certain other matters which arose during the discussion between parties, and have decided to request the Board of Arbitrators that the settlement arrived at by the parties be made as an award of the arbitrators.

## TERMS OF SETTLEMENT

1. *As regard for the payment of lockout period :—*

It is agreed between the parties that in order to compensate the workmen for the loss of wages during the period of lockout period of 42 days, the managements shall pay 42 days wages to the workers and the workers shall work for 14 sundays in lieu thereof in the manner given below :—

(a) That the workmen shall perform work on fourteen Sundays and the management shall pay 3 days wages for the work done on each Sunday. The manner of payment and performance of work on Sundays shall be as follows :—

(i) The workmen shall work on every alternate Sunday beginning from the 1st Sunday in the month of August, 1978 subject to maximum of two Sundays in a month.

(b) The management shall make advance payment for 21 days by 26th August, 1978, thereafter for work done on every two Sundays, payment shall be made for only one Sunday in the month following the month in which work was done in order to adjust the advance payment of 5 Sundays. After the advance payment has been adjusted full payment shall be made for Sunday work in the subsequent month.

(c) The payment for Sunday work shall be made by 15th of every month in which it falls due.

(d) If a workman does not work on any such sunday or leaves the service before working on all the 14 Sundays then the managements shall be entitled to deduct 3 days wages from his monthly wages or other dues as the case may be in respect of each such Sunday but every Sunday worked shall be accounted for.

2. *Regarding suspension and discharges of workmen.*

It is agreed between the parties the managements shall withdraw the suspension orders against their workmen and the discharge orders against their employees.

3 *Regarding demand notice, dated 10th March, 1978,*

It is agreed between the (i) parties that in lieu of demands Nos. 1, 2, 4, 6, 7, 10, 12 and 15, the managements shall give an increase in wages to their workmen in the manner given below :—

(a) To workmen drawing up to Rs 300 p. m.—An increase of Rs 15 P.M.

(b) To workmen drawing from Rs 301 to 500 p. m.—An increase of Rs 20 P. M.

(c) To workmen drawing from Rs 501 to 1,000 P.M.—An increase of Rs 25 P.M.

This increase will be effective from 1st August, 1978.

(ii) That the increments will be paid to the workmen at the direction of the management as per usual practice. The annual increments of those workers which were due from January, 1978 to March, 1978 shall be finalised in the month of August, 1978 and those increments which falls from April, 1978 to June, 1978 shall be finalised by the month of September, 1978 and the increments of those workmen which falls due in July, 1978 to September, 1978 shall be finalised by the month of October, 1978. The managements assured that they will expedite the payment of annual increments to the workmen latest by 31st December, 1978.

(iii) *Regarding demand No 3* :—It is agreed between the parties that the sick leave shall be provided according to the Punjab National and Festival Holidays (Casual and Sick Leave) Act, 1965.

(iv) *Regarding demand No, 5*.—The workman shall be made permanent according to the provisions of Industrial Disputes Act and Certified Standing Orders as the case may be.

(v) *Regarding demand Nos. 8 and 9*.—It is agreed between the parties that the prevailing proctice shall be continued.

(vi) *Regarding demand No. 11*.—The daily wages workers shall be kept only due to Special exegency of work. If the job is of continuous nature the daily wage worker employed against that job shall be put on regular muster roll after 90 days.

(vii) *Regarding demand No. 13*.—It is agreed that when the water pipe line connection for drinking water will be available from the Factory Area in the factories of the managements, the management shall provide cooler within 90 days thereof.

(viii) *Regarding demand No. 14*.—It is agreed that the management shall provide cealing fans and benches for the benefits of the workers in the rest room.

4. It is further agreed that the management shall pay the bonus for the years, 1977-78, 1978-79, 1979-80 at 12 per cent, 13 per cent and 14 per cent respectively. This shall be deemed to be a settlement under section 32 of the Payment of Bonus Act, 1965.

5. It is agreed between the parties that the workmen shall not raise any demand having financial implication against the management during the period of operation of this settlement.

6. That it is agreed between the parties that this settlement shall remain in force for a period of three years from the date of its signing.

7. It is agreed between the parties that if the workmen violate this settlement in any manner then the managements shall be at liberty to withdraw the monetary benefits given to the workers under this settlement.

8. The workmen assured that they will maintain Industrial peace and give optimum production.

In witness whereof the parties to the settlement set their hand to this settlement on this 27th day of July, 1978.

Signature of the Representing  
workmen.

(Sd.) . . . ,

(Sd.) . . . ,

Signature of the Representing  
managements.

(Sd.) . . . ,

K. S. BHATNAGAR,

(Sd.) . . . ,

K. C. NAGPHL,